

Ken Tame Video Doctor & Prescription Service

Terms and Conditions

Current as at 17 January 2017

Allianz 

Global Assistance

Ken Tame Video Doctor and Prescription Service

The Ken Tame Video Doctor and Prescription Service (**Product**) provided with your Ken Tame insurance policy is provided by AGA Assistance Australia Pty Ltd ABN 52 097 177 trading as Allianz Global Assistance (**AGA**) of 74 High Street Toowong QLD 4066 through AGA's telehealth services provider Doctors on Demand Pty Ltd ABN 54 163 312 570 trading as Doctors on Demand (**Doctors on Demand**).

About the Product

Doctors on Demand operates an online telehealth services system to facilitate the provision of services by Australian registered General Practitioners (**'Services'**) including 24 hours a day, 7 days a week, Australia-wide access to:

- 15 minute phone or video-based consultations for diagnosis and recommendations as to care and treatment, referrals to specialist medical practitioners, liaising with other health providers and the provision of medical certificates; and
- issuing and delivering certain medicines via Doctors on Demand's 'Quickscrip' function.

Whenever you request Services from Doctors on Demand, you will be making that request to AGA, who will provide the Services through Doctors on Demand on the terms and conditions set out below. AGA will determine your entitlement to receive Services when you request the Services. The terms and conditions contain exclusions and limitations.

What Services are included in the Product?

If your Ken Tame insurance policy has:

- 12 months' coverage, you are entitled to a maximum of 3 uses of the Services during your policy period;
- between 3 and 7 months' coverage, you are entitled to a maximum of 2 uses of the Services during your policy period;
- 3 months' coverage or less, you are entitled to 1 use of the Services during your policy period.

Any unused Services will not be rolled over to any subsequent Ken Tame insurance policy you may have.

What is not included in the Product?

Not included in the Product is the cost of any medicines purchased via 'Quickscrip' and any medicine delivery fees.

Exclusions and limitations

If you request any Services to which you are not entitled under the Product, or if you request Services which exceed the number of Services that you are entitled to (**Additional Services**), you will be asked to confirm and pay for the Additional Services at Doctors on Demand's retail rates at the time of your request.

You acknowledge that AGA provides the Services included in the Product through Doctors on Demand and that AGA does not itself provide any medical treatment or advice or medical consultations of any type.

In providing the Services, AGA does not provide any warranty as to the quality of any medical advice provided by a General Practitioner during a consultation or that any particular medication or treatment provided by a General Practitioner during a consultation is safe, appropriate or effective.

The Product is not designed to be, and should not be considered as, a replacement for private health insurance. You will not be entitled to a rebate on any private health insurance you may have in relation to Services provided by AGA. Medicare does not cover video-based consultations with General Practitioners.

How to access the Services

To access the Services:

- Visit the website www.doctorsondemand.com.au or download the latest Doctors on Demand app from the App Store or Google Play store
- Click 'Redeem a benefit'
- Enter your Ken Tame insurance policy number
- Click 'Validate' to proceed
- On this screen you will be shown the number of Services to which you are entitled
- Simply choose the Service you need and proceed to redeem the Service.

To access video-based consultations, you will need a minimum internet connection of 3G, 4G or Wi-Fi on a compatible device (e.g. personal computer, laptop, smartphone or tablet). Normal data download and internet usage charges apply. Check with your mobile/internet service provider for further details.

Limitation of liability

To the maximum extent permitted by law:

- AGA limits its liability for failure to comply with any consumer guarantees under the Australian Consumer Law (**ACL**) in providing the Services to you under these terms and conditions to:
 - supplying the Services to you again; or
 - paying the cost of having the Services provided to you again; and
- AGA will not be liable to any person for any indirect, special or consequential loss or damage arising under or in connection with the Services, whether in contract, tort, statute or otherwise.

Australian Consumer Law

Despite anything contained in these terms and conditions, the ACL gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these terms and conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect and whether major or minor) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of services if the goods or services do not meet the standards required by the ACL.

Privacy

Your privacy is important to AGA. Any personal information provided to AGA by Ken Tame or collected by AGA from you is used by AGA and AGA's agents to arrange and provide the Services and to manage your and AGA's rights and obligations arising from or in connection with the Services, including any disputes. Your personal information may be disclosed to third parties involved in the above functions and activities such as Doctors on Demand, Ken Tame and AGA's agents and contractors who assist AGA in carrying out AGA's normal business activities (including computer service providers and data hosting entities who may be located overseas), claims handlers and insurers, AGA's lawyers, your agents and representatives and AGA's related and group companies including Allianz.

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AGA may disclose your personal information to third parties overseas who assist AGA in providing the Services or in carrying out AGA's normal business activities. You agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of Australian privacy laws.

Please refer to AGA's website at <http://www.allianz-assistance.com.au> for AGA's full Privacy Policy.

Governing Law

The Product and these terms and conditions are governed by the laws of Queensland, Australia and you agree to submit to the exclusive jurisdiction of the courts of Queensland.

Updates to terms and conditions

These terms and conditions are current at the time of publication. AGA may update these terms and conditions at any time by notifying you in writing or by uploading the new terms and conditions on www.kentame.com.au/assistance and the Doctors on Demand website www.doctorsondemand.com.au and the Doctors on Demand app.

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